

Registered
Enterprise Agreement
Industrial Registrar

ENTERPRISE AGREEMENT

NO. EA 98/188
.....

DATE REGISTERED 2.6.98
.....

PRICE \$ 36
.....

**REGISTER OF
ENTERPRISE AGREEMENTS**



ENTERPRISE AGREEMENT NO: EA98/188

TITLE: Bulkway Pty Ltd Enterprise Agreement

I.R.C. NO: 98/2332

DATE APPROVED/COMMENCEMENT: 2 June 1998 and commenced 1 February 1998

TERM: Expires 31 December 1999

**NEW AGREEMENT OR.
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 18

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to Storemen and Packers employed by the company at 34 Airds Road, Minto.

PARTIES: Bulkway Pty Ltd -&- National Union of Workers, New South Wales Branch

With Compliments



National Union of Workers

New South Wales Branch

Frank Balon

2.2.98

Office:
3-5 Bridge Street
Granville NSW 2142

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Fax: 897 3713



BULKWAY PTY. LTD.

ENTERPRISE AGREEMENT

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CLAUSE 1 : APPLICATION

This Agreement applies to:-

- Bulkway Pty. Ltd. (hereafter referred to as "Bulkway");
- Employees of Bulkway;
- The National Union of Workers (NUW - [NSW Branch]), its officers, employees and members.

This Agreement does not apply to:-

- Employees outside of the classification groups as set out in Appendix "A".



This Agreement shall be read and interpreted wholly in conjunction with the Storeman and Packers General (State) Award (hereafter known as "the Award") provided that where there is any inconsistency this Agreement shall apply to the extent of such inconsistency.

CLAUSE 2 : OPERATION AND DURATION

This Agreement shall operate as from 1st February, 1998 and shall continue in operation for a twelve (12) month period until 31st January, 1999. The parties to the Agreement agree to endeavour to form a 24 month agreement at the expiration of this Agreement. The parties agree that the current Agreement shall be registered with the Industrial Relations Commission.

CLAUSE 3 : ORGANISATIONAL IMPROVEMENT PROCESS

(a) Organisational Improvement Process - Objectives and Processes

This Agreement is a reflection of the parties' commitment to improving Bulkway's organisational flexibility, efficiency and productivity, in order to:-

- deliver excellence to Bulkway's clients;
- build and maintain long term partnerships with Bulkway's clients;
- maintain and enhance Bulkway's position in the market, becoming the warehousing operator of choice;
- earn a fair return for effort and share the benefit resulting from that success.

through,

- a process of continuously improving upon our efforts;
- full, open and honest communication amongst the Bulkway team;
- training and development of the Bulkway team in a manner which best serves the interests of the team member, the team, Bulkway and our clients;
- ensuring the Bulkway team remains at the leading edge of warehousing technology, systems and work practices.

(b) Organisational Improvement Process - Continuous Shift Work Coverage

- (i) The parties agree that in order to service the current needs of the customer a continuous 7 day shift roster is required to be worked, and will be introduced immediately. This shift roster will be worked as required to service the customer needs.

A review of the operation of the 7 day rostering will be undertaken by the parties at the end of the agreement. Shift premiums for continuous shifts are as detailed in *Clause 5*.

- (ii) Permanent employees employed as at 6 January 1998 will not be required to (but may volunteer to) work on the 7 day roster.
- (iii) Employees employed after 6 January 1998 may be required to work on the 7 day roster either on commencement of their employment or at some later date.



(c) Organisational Improvement Process - Employee Classification Structure

Bulkway is committed to a structured career development of employees' level of skills, responsibilities and accountabilities.

Career development of employees via a defined career structure is seen as a key element in ensuring Bulkway succeeds in its chosen market place.

The career structure will clearly define a path of development for employees to progress their skills throughout their career with Bulkway. A structured career path will enable the employee to develop their personal skills in a manner which benefits the individual, the team, Bulkway and its clients.

Integral to the career structure is the structured, multi-skilling, skills training programme, to be known as the Employee Classification Structure. This structure will form the basis by which the employee advances along the Bulkway career path.

The Employee Classification Structure is documented as per *Appendix "A"*.

(d) Organisational Improvement Process - Productivity and Efficiency Initiatives

Bulkway and the employees covered by this Agreement give a commitment to continue the Consultative Committee process with the objective of identifying areas where productivity can be improved, and implementing work practices to achieve sustainable productivity benefits.

To enhance this process a set of measures will be jointly developed to chart productivity indicators, to provide a format from which future productivity based increases could be based, and to provide information to employees on the performance of the operation. The parties agree to try to achieve an improving trend in the key indicators charted. As a consequence, the parties agree to a 5% increase in the base wage rates to be effective from the commencement of this Agreement.

With the ongoing introduction of technology the existing \$6 technology allowance (currently paid to all employees at Level 2 and above) will be incorporated into the base rates from the commencement of this Agreement.

BULKWAY PTY LTD ENTERPRISE AGREEMENT

As a consequence of these commitments, wage payments will be increased as per *Appendix "B"*.

Backpay

The 5% increase will be backpaid for the period 1 June 1997 to the commencement of the Agreement (noting that the technology allowance is not incorporated into the rate for this backpay as it has already been paid on a weekly basis).

CLAUSE 4 : HOURS OF WORK

Day Work

Team members are required to work thirty eight (38) ordinary hours per week, spread over the period, Monday to Friday, between 5.30am and 6.00pm.

All weekend work shall be remunerated at overtime hours earnings, in accordance with the Award.

Shift Work

Shift provisions per the Award will apply, noting that rostering will be a mix of Monday thru Friday and Monday thru Sunday as noted in Clause 3(b).

Overtime Hours

Shall be as per the Award.

Rest Period

A team member shall be afforded a minimum of a ten (10) hour rest period between the completion of one ordinary hours shift of work and the commencement of another.

Casual Team Members

A casual team member is required to be engaged in work or paid for a minimum of four (4) hours per job start.

CLAUSE 5 : REMUNERATION STRUCTURE

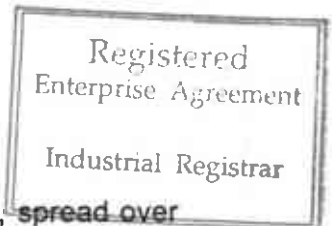
Remuneration is structured as follows:-

Ordinary Time Hours

Applicable to thirty eight (38) hours of work per week in accordance with Clause 4 - Hours of Work.

Overtime Hours

Shall be as per the Award.

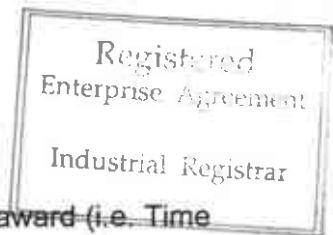


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Shift Work

Shift loadings (where applicable) shall be as per the Award except in the case of employees rostered to work on Saturdays in which case the following shift loadings will apply:

Saturday	Day Shift	Time + 60%
	Afternoon Shift	Time + 60 + 15%
	Night Shift	Time + 60 + 30%



Shift loadings for employees rostered to work on Sunday will be as per the award (i.e. Time plus 100%) regardless of whether it is Day, Afternoon or Night Shift.

Pay Week

The pay period shall operate weekly from Sunday midnight to Sunday midnight. Pays will be processed via electronic funds transfer and shall be available for access at the latest on the following Wednesday.

CLAUSE 6 : REMUNERATION

REMUNERATION - FULLTIME TEAM MEMBERS

Ordinary Time Hours Earnings

The base weekly wage rates per the Appendix "B" are inclusive of the following:-

- remuneration paid via electronic funds transfer;
- each employee is enabled to be engaged in any function up to and including their classification group.
- An allowance for a commitment to continue to actively pursue avenues of productivity improvement.
- spread of ordinary hours (for day workers Monday-Friday, for shift workers as per their rostered 38 hours per week.)
- technology allowance component.

Overtime Hours Earnings

As per the above mentioned Award.

CLAUSE 7 : LEAVE

Public Holidays

Public holidays shall be as per the Award.

Annual Leave

Annual leave will be paid as per the Act.

Annual leave loading will be payable as per the Award.

Shift Allowances

Shift work allowances per *Clause 5* shall not be decreased by virtue of a shift worker's absence from work on account of a public holiday or if absent on annual leave, accrued sick leave, bereavement leave or jury service (in accordance with the Annual Leave act).

CLAUSE 8 : SICK LEAVE

- (a) Sick leave shall accrue at the rate of five (5) days during the first year's employment and ten (10) days during each year thereafter.

Sick leave taken shall be paid at the team member's applicable ordinary hours earnings.

- (b) Employees shall endeavour to minimise the rate of employee absenteeism and sick leave.

- (c) An employee may elect to have accrued sick leave paid out subject to the following:-

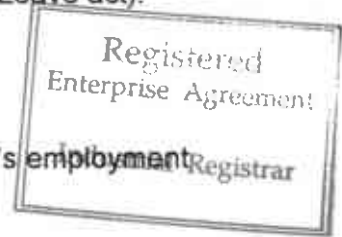
- (i) The employee has a twenty (20) day bank of sick leave accrued.
- (ii) Any sick leave paid out shall result in an equivalent reduction in sick leave accrued.

Any sick leave taken will be allocated against the employee's entitlement in the following order:-

- (a) current year entitlement
- (b) accumulated bank of entitlement
- (iii) Any sick leave eligible to be paid out to an employee shall be paid out at the end of the year it is accrued. If this does not occur, such sick leave shall remain as a sick leave accrual until the employee requests a pay out of the accrual.
- (iv) Notwithstanding paragraph c (i) of this sub-clause, an employee may elect to have sick leave paid out on the following basis where eligible and in circumstances where the employee has less than twenty (20) days of sick leave accrual:-

<i>Days Absent for Year</i>	<i>Days Paid Out</i>
0	5
1	4
2	3
3	2
4	1
Thereafter	Nil

This option will not be available to employees in their first year of service.



- (v) Where an employee has sick leave accruals in excess of twenty (20) days, the employee may elect to have up to ten (10) days per year paid out, except that an employee will not be entitled to be paid out days already accrued at the commencement of this Agreement.

CLAUSE 9 : HEALTH, SAFETY AND ENVIRONMENTAL

Bulkway operates a comprehensive Health, Safety and Environmental Programme, which includes a fully functional on site Occupational Health and Safety Committee.



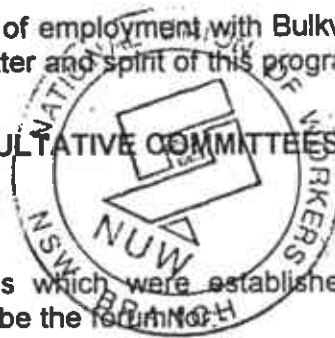
This programme operates in a constant state of review to ensure that the welfare of Bulkway team members continues to be improved and that the community at large is not affected by our operations.

It is a fundamental condition of employment with Bulkway that team members abide by the rules and fully support the letter and spirit of this programme.

CLAUSE 10 : CONSULTATIVE COMMITTEES

General

The consultative committees which were established to develop this Agreement shall continue to operate so as to be the following:



- reviewing the implementation of this Agreement;
- monitoring performance under this Agreement;
- exploring, on an on-going basis, avenues of obtaining efficiencies of mutual concern;
- preparing measures to determine productivity of levels as per Clause 3(d).
- forming the basis of discussions for the next phase of enterprise bargaining, which will commence three (3) months prior to the expiry of the present agreement.

CLAUSE 11 : GRIEVANCE OR DISPUTE

It is a condition of employment that any complaint, grievance or dispute be dealt with strictly as follows:

- Step 1 The team member concerned shall discuss the issue with his/her direct supervisor;
- Step 2 If not resolved the team member shall bring the matter to the attention of senior Bulkway management on the site. At this stage it is recommended that the team member consult with and be accompanied by his/her Shop Steward;
- Step 3 If not resolved, the Shop Steward shall discuss the matter with an Official of his/her union who shall consult with senior Bulkway management.
- Step 4 If not resolved, the matter may be referred to the New South Wales Industrial Relations Commission for resolution.

BULKWAY PTY LTD ENTERPRISE AGREEMENT

Until the matter is resolved work shall continue as normal and "status quo" shall remain. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.

CLAUSE 12 : COUNSELLING PROCEDURE

A team member whose behaviour or performance is considered unacceptable or requiring improvement shall be counselled as to Bulkway's expectations.

Where such counselling is not successful, formal warnings may be necessary. Formal warnings will be issued by a senior Bulkway representative and shall be recorded. The team member concerned may choose to have the appropriate Shop Steward or other witness present. In issuing a formal warning, the Bulkway representative will advise the team member what action is required to rectify the situation.

Prior to any dismissal, a team member will be given a final warning in writing, and advised of the consequences of the team member not rectifying the situation.

This clause does not apply to gross misconduct warranting summary dismissal.

CLAUSE 13 : NOT TO BE USED AS A PRECEDENT

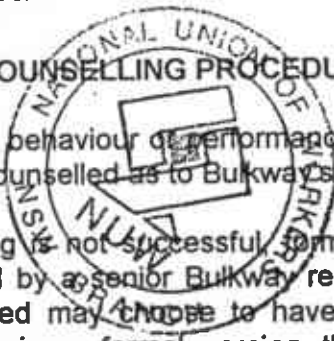
This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other plant or enterprise.

CLAUSE 14 : NO EXTRA CLAIMS

It is a term of this Agreement that the unions party to this Agreement, their officers, employees and members will not pursue prior to the expiry of this Agreement any extra or over award claims, other than the right to negotiate a redundancy package in the event of any redundancy occurring.

CLAUSE 15 : MANNING LEVELS

The company will review its level of permanent employees and adjust the level of permanents to meet the needs of the business, noting a continued requirement for some flexibility with use of casuals.



BULKWAY PTY LTD ENTERPRISE AGREEMENT

CLAUSE 16 : SIGNATORIES

Signed and committed this *2nd* day of *February* 1998 for and on behalf of:-

**THE NATIONAL UNION OF WORKERS
(NSW BRANCH)**

[Handwritten Signature]

Signature

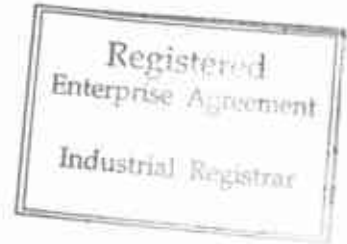


STATE SECRETARY

Position

2. 2. 98

Date



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Witness

BULKWAY PTY. LTD.

[Handwritten Signature]

Signature

GENERAL MANAGER

Position

[Handwritten Signature]

Witness

23 JANUARY 1998

Date

BULKWAY PTY LTD

"CLASSIFICATION STRUCTURE"

Appendix "A"



- Minto -

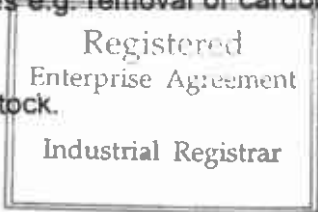
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TEAM MEMBER : GRADE 1

For the purpose of this agreement a **Team Member Grade 1** shall mean a person who performs work to the level of their training and

- (a) is responsible for the quality of their own work (subject to instructions and direction).
- (b) works in a team environment and / or under routine supervision.
- (c) undertakes duties in a safe and responsible manner.
- (d) exercises discretion within their level of skills and training.
- (e) possesses good interpersonal and communication skills.
- (f) indicative of the tasks which an employee at this level may be required to perform include the following:-

- general labouring and cleaning duties e.g. removal of cardboard, plastic and cleaning up of workplace area.
- order assembling including picking stock.
- loading/unloading.
- hold a licence /permit to operate materials handling equipment e.g. forklift
- demonstrate basic inventory control with the ability to accurately count stock and assist in stocktakes.
- all new team members will be required to serve a minimum probationary period of three months. During this time each team member will be required to complete all aspects of induction as per the Bulkway Induction Kit and have been briefed by the site Safety Officer on all O.H.&S. requirements for the site and meet the performance requirements as outlined above.





Promotional Criteria

- Has performed a minimum of three months services
- Has successfully completed the induction programme.
- Has satisfactorily acquired the skills outlined for a Grade 1 team member relevant to the business at this level.
- Regular attendance:- any person who has a genuine illness will not be disadvantaged by this process.
- Where a team member is to be promoted to Grade 2 they must hold prior to being appointed a licence certifying them to operate all appropriate materials handling equipment e.g. forklift.

TEAM MEMBER : GRADE 2

For the purpose of this agreement a **Team Member Grade 2** shall mean a person who has undertaken sufficient training so as to enable them to perform work within the scope of this level in addition to the work of lower grades and who has been appointed by the employer to perform such work on a continuous basis and who may be required to operate computer technology.

A team member appointed in this capacity performs work to the level of their training and is appointed taking into account the following factors:-

- 
- 
- (a) is able to work in a coordinated team environment under general supervision.
 - (b) is able to work from complex instructions and procedures.
 - (c) is responsible for assuring the quality of their own work.
 - (d) possesses sound interpersonal and communication skills and should demonstrate a degree of initiative and self motivation
 - (e) is licensed to operate all appropriate materials handling equipment, e.g. forklift.
 - (f) may be required to assist in the training of team members of same and lower grade.
 - (g) have a good knowledge of the FIFO system, product and warehouse layout and operation. Have demonstrated the ability to recognise and act on damaged or deteriorating stock.

Promotional Criteria

- Has successfully acquired the skills outlined for a Team Member Grade 2 relevant to the business at this level.
- Regular attendance:- any person who has a genuine illness will not be disadvantaged by this process.

TEAM MEMBER : GRADE 3

For the purpose of this agreement a **Team Member Grade 3** shall mean a person who has undertaken sufficient training so as to enable them to perform within the scope of this level in addition to the work of lower grades and who has been appointed by the employer to perform such work on a continuous basis.

A team member appointed in this capacity performs work to the level of their training and is appointed taking into account the following factors:-

- (a) understands and is responsible for their own quality control and work.
- (b) has a sound working knowledge of all duties performed at levels **Registered** grade, exercises discretion within scope of this grade and has a good knowledge of the product. **Industrial Registrar**
- (c) must be competent to carry out the following functions efficiently and accurately (i.e. no more than five errors over a three month period):-
- order picking and assembly
 - unload and putaway
 - replenishment of picking faces
- (d) demonstrate an understanding of the following paperwork procedures:-
- order picking
 - transfer advices
 - invoices
 - pallet documentation supporting pallet movements and the checking of pallet movements and notification of variances.
- (e) may be required to assist in the training of all grades of team members.

Promotional Criteria

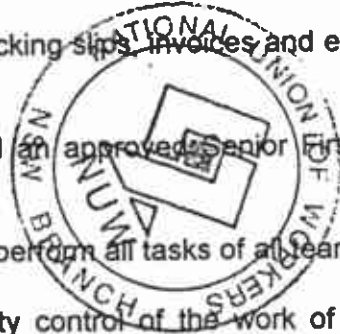
- Business needs as determined by vacancies as per Minto Organisational Chart Appendix "C".
- Regular attendance, any person who has a genuine illness will not be disadvantaged by this process.
- Has successfully acquired the skills outlined for a Grade 3 team member relevant to the business at this level.

TEAM MEMBER : GRADE 4

For the purpose of this agreement a **Team Member Grade 4** shall mean a person who has undertaken sufficient training so as to enable them to perform work within the scope of this level in addition to the work of lower grades and who has been appointed by the employer to perform such work on a continuous basis.

A team member appointed in this capacity performs work to the level of their training and is appointed taking into account the following factors:-

- (a) consistently demonstrates the ability of performing allocated tasks in correct priority.
- (b) must be able to work without any supervision and have the ability and trust to control limited operations such as weekend unloading and after hours activity.
- (c) must be capable of pulling picking slips, invoices and entering transfer advices from client's computer.
- (d) have successfully completed an approved Senior First Aid Course. Qualification must be kept up to date.
- (e) is multi-skilled and is able to perform all tasks of all Team member grades.
- (f) be responsible for the quality control of the work of other Grades without being responsible for their direction.
- (g) have a knowledge of the operation and minor maintenance of all Bulkway equipment,
 - forklifts
 - conveyors
 - yard truck
 - stretch wrapper
 - other materials handling equipment
- (h) may be required to assist in the training of all grades of team members.



Promotional Criteria

- Business needs as determined by vacancies as per Minto Organisation Chart Appendix "C".
- Regular attendance:- any person who has a genuine illness will not be disadvantaged by this process.
- Sustained performance levels.
- Appointed on merit and skill.

TEAM CO-ORDINATOR :

For purposes of this agreement, a person at this level shall mean a Team Member Grade 4 who is appointed by the employer to this level and is required to perform tasks in addition to the work performed by other grades.

An employee will be appointed only after taking into account the following factors:-

(a) must be capable of allocating work loads and supervising completion of tasks:-

- by correctly establishing work load priorities
- allocate tasks to achieve best utilisation of resources
- check task completion and adjust.

(b) must have the ability to organise labour and resources to meet work loads:-

- by accurately forecasting manpower requirements
- arrange labour force
- allocate labour to specific tasks cost efficiently.

(c) through their ability to communicate and their knowledge and personality, must be a good teacher for employees of all grades in the following areas:-

- site safety
- forklift operation
- equipment sympathy
- order assembly and stock rotation
- stocktakes
- computer operation

must through personality and enthusiasm be capable of engendering correct work ethic.

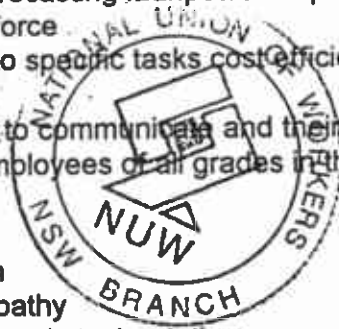
(d) have completed an approved O.H.&S. course and have service on the site warehouse safety committee.

(e) must attend and satisfactorily complete an approved external supervisory course.

(f) shall give advice to the employer or other team members to assist with each of the above to ensure good order and work flow.

(g) utilise highly developed level of interpersonal and communication skills and be capable of handling day to day customer inquiries:-

- must have a pleasant phone manner
- be capable of clear and concise communications
- be capable of responding quickly and accurately
- must present well to the client and have the clients confidence.



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MULKWY MINTO 61 2 98205070
FGA 61 2 98401352

NO. 895 P. 2
NO. 987 3.2/2

PSA

*Amended
Appendix B*

APPENDIX B

NEW WAGE STRUCTURE ORDINARY TIME HOURS EARNINGS

Classification Group/Grade	1	2	3	4	CO-ORD
			\$ per week		
Pay rate (pre 1 February 1998)	503	509	517	527	547
Pay rate (post 1 February 1998)	528	541	549	560	587

The hourly rate of pay is calculated by dividing the weekly wage rates by 38.

Effective 1st February, 1998.

Registered
Enterprise Agreement
Industrial Registrar



ENTBARG/ENTER22J06
7 January 1998

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+61-2-8973713 NUW NSW BRANCH

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APPENDIX B

NEW WAGE STRUCTURE ORDINARY TIME HOURS EARNINGS



Classification Group/Grade

	2	3	4	CO-ORD
		<i>\$ per week</i>		
Pay rate (pre 1 February 1998)		517	527	547
Pay rate (post 1 February 1998)		549	560	587



- The hourly rate of pay is calculated by dividing the weekly wage rates by 38.

Effective 1st February, 1998.

